

Patrick T. Hein (SBN 254431)
ALLEN OVERY SHEARMAN STERLING US LLP
140 New Montgomery Street, 10th Floor
San Francisco, CA 94105
Tel.: (415) 616-1100
Fax: (415) 616-1199
patrick.hein@aoshearman.com

Adam S. Hakki (admitted *pro hac vice*)
Richard Schwed (admitted *pro hac vice*)
ALLEN OVERY SHEARMAN STERLING US LLP
599 Lexington Ave.
New York, NY 10022
Tel.: (212) 848-4000
Fax: (212) 848-7179
adam.hakki@aoshearman.com
rschwed@aoshearman.com

*Counsel for Defendants PayPal Holdings, Inc.
and PayPal, Inc.*

[ADDITIONAL COUNSEL ON SIGNATURE PAGE]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

CHRISTIAN SABOL,
SAMANTHIA RUSSELL,
LAURA MCKINNEY, CHELCIE BLAKE,
GREGORY NOHRENBERG, and
STEPHEN PHILLIPS, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

PAYPAL HOLDINGS, INC., a California
Corporation, PAYPAL, INC., a California
Corporation,

Defendants.

Case No.: 4:23-cv-05100-JSW

**JOINT STIPULATION AND ~~[PROPOSED]~~
ORDER REGARDING BRIEFING
SCHEDULE AND SEQUENCING
MOTIONS TO DISMISS AND TO
COMPEL ARBITRATION**

Judge: Hon. Jeffrey S. White

1 WHEREAS, on October 5, 2023, Plaintiffs Christian Sabol and Samantha Russell
 2 (together, the “Initial Plaintiffs”) filed a complaint (the “Initial Complaint,” ECF No. 1) in the
 3 above-captioned action alleging violations of federal antitrust laws, the California Cartwright Act,
 4 and the California Unfair Competition Law by Defendants PayPal Holdings, Inc. and PayPal, Inc.
 5 (together, “Defendants”);

6 WHEREAS, on January 17, 2024, upon stipulation of the Initial Plaintiffs and Defendants,
 7 the Court entered an order providing for sequenced briefing in response to the Initial Complaint,
 8 under which Defendants’ motion to dismiss the Initial Complaint was without prejudice to, and
 9 without waiver of, Defendants’ rights to move to compel arbitration of the claims asserted in the
 10 Initial Complaint, and under which the Initial Plaintiffs and Defendants were to meet and confer
 11 regarding a schedule for any motion(s) to compel arbitration following the denial in whole or in
 12 part of a motion to dismiss the Initial Complaint (ECF No. 48);

13 WHEREAS, on January 19, 2024, Defendants moved to dismiss the Initial Complaint
 14 (ECF No. 49);

15 WHEREAS, on August 23, 2024, the Court entered an order granting Defendants’ motion
 16 to dismiss the Initial Complaint without prejudice (ECF No. 64);

17 WHEREAS, on October 7, 2024, the Initial Plaintiffs, as well as Laura McKinney, Chelcie
 18 Blake, Gregory Nohrenberg, and Stephen Phillips (together with the Initial Plaintiffs,
 19 “Plaintiffs,”), filed an amended complaint (the “Amended Complaint,” ECF No. 67) with
 20 additional factual allegations, the same claims as the Initial Complaint, and seven additional state-
 21 law claims under: (1) the Florida Antitrust Act, Fla. Stat. § 542.15; (2) the Florida Deceptive and
 22 Unfair Trade Practices Act, Fla. Stat. § 501.201; (3) the Minnesota Antitrust Law, Minn. Stat.
 23 § 325D.49; (4) the Minnesota Uniform Deceptive Trade Practices Act, Minn. Stat. § 325D.43-48;
 24 (5) the North Carolina Antitrust Law, N.C. Gen. Stat. § 75-1; (6) the Oregon Antitrust Act, Or.
 25 Rev. Stat. § 646.725; and (7) the Oregon Unlawful Trade Practices Act, Or. Rev. Stat. § 646.605;

26 WHEREAS, on October 21, 2024, upon stipulation of the Parties, the Court entered an
 27 order providing for sequenced briefing in response to the Amended Complaint, under which
 28

1 Defendants' motion to dismiss the Amended Complaint was without prejudice to, and without
2 waiver of, Defendants' rights to move to compel arbitration of the claims asserted in the Amended
3 Complaint, and under which the Parties were to meet and confer regarding a schedule for any
4 motion(s) to compel arbitration following the denial in whole or in part of a motion to dismiss the
5 Amended Complaint (ECF No. 71);

6 WHEREAS, on November 21, 2024, Defendants moved to dismiss the Amended
7 Complaint (ECF No. 72);

8 WHEREAS, on November 5, 2025, the Court entered an order dismissing the Amended
9 Complaint without prejudice (ECF No. 79);

10 WHEREAS, on December 12, 2025, Plaintiffs filed a second amended complaint (the
11 "Second Amended Complaint," ECF No. 80) asserting the same claims as the Amended
12 Complaint;

13 WHEREAS, Defendants' deadline to answer, move, or otherwise respond to the Second
14 Amended Complaint is January 9, 2026 (ECF No. 79);

15 WHEREAS, Defendants' response to the Second Amended Complaint will include filing a
16 motion to dismiss the Second Amended Complaint in its entirety;

17 WHEREAS, it is Defendants' position that, pursuant to PayPal's User Agreement, certain
18 Plaintiffs are, among other things, required to arbitrate all disputes they may have with
19 Defendants, including the claims asserted in the Second Amended Complaint, on an
20 individualized basis, and are precluded from filing or otherwise participating in any class action or
21 other representative proceeding, whether in arbitration or court;

22 WHEREAS, Plaintiffs allege in the Second Amended Complaint that Plaintiff Sabol has
23 never had a PayPal account, and Plaintiff Sabol has further represented that he has never created,
24 opened, or used a PayPal account;

25 WHEREAS, Plaintiffs' position is, and Plaintiffs have alleged, that none of the claims
26 asserted in the Second Amended Complaint are subject to any arbitration obligations in PayPal's
27 User Agreement;

1 WHEREAS, in light of the Second Amended Complaint's allegations and Plaintiff Sabol's
2 further representations, Defendants' currently anticipated motion(s) to compel arbitration would
3 not include Plaintiff Sabol and would not dispose of this matter in its entirety;

4 WHEREAS, Plaintiffs and Defendants (the "Parties") have met and conferred in good faith
5 regarding Defendants' response(s) to the Second Amended Complaint, including as to schedule
6 and the sequencing of Defendants' motion to dismiss the Second Amended Complaint and any
7 motion(s) to compel arbitration of the claims alleged therein;

8 WHEREAS, to conserve the time and resources of the Court and the Parties, and to avoid
9 burdening the Parties and the Court with filing and deciding motion(s) to compel arbitration as to
10 less than all Plaintiffs before the Court resolves Defendants' anticipated motion to dismiss all
11 claims asserted in the Second Amended Complaint, the Parties have agreed, subject to this Court's
12 approval, that Defendants will move to dismiss the Second Amended Complaint in its entirety
13 without also moving to compel arbitration, without prejudice to, and without waiver of, any rights
14 Defendants may have under the PayPal User Agreement, including any right to move to compel
15 arbitration of any of the claims asserted in the Second Amended Complaint;

16 WHEREAS, in light of the nature of this case, Plaintiffs have requested Defendants'
17 consent to a one-week extension of their time in which to file their opposition to Defendants'
18 forthcoming motion to dismiss the Second Amended Complaint, Defendants do not object to this
19 extension provided that they similarly receive a one-week extension of their time in which to file
20 their reply brief in further support of their forthcoming motion to dismiss, and the parties have
21 therefore agree to propose, subject to the Court's approval, the mutually acceptable dates of
22 (1) January 30, 2026 for Plaintiffs' opposition brief and (2) February 13, 2026 for Defendants'
23 reply brief;

24 NOW, THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE, that:

- 25 1. Defendants will move to dismiss the Second Amended Complaint in its entirety
26 without also moving to compel arbitration within the timeframe ordered by the
27 Court;

1 2. This Stipulation and the filing of Defendants' motion to dismiss the Second
2 Amended Complaint is without prejudice to, and without waiver of, any rights
3 Defendants may have under the PayPal User Agreement, including any right to
4 move to compel arbitration of any of the claims asserted in the Second Amended
5 Complaint; and

6 3. Plaintiffs will not assert or argue that Defendants have waived any rights under the
7 PayPal User Agreement, including any right to seek to compel arbitration of any
8 claim asserted in the Amended Complaint by any Party or nonparty as a result of
9 Defendants filing a motion to dismiss the Second Amended Complaint or as the
10 result of the elapse of time between the date of this Stipulation and any decision on
11 such motion to dismiss.

12 IT IS FURTHER STIPULATED AND AGREED that the Parties enter this Stipulation in
13 good faith and not for the purposes of delay or with the intent to waive any substantive or
14 procedural rights of the parties.

15 THE PARTIES FURTHER JOINTLY REQUEST THAT THE COURT ENTER THE
16 ACCOMPANYING PROPOSED ORDER (1) setting the Parties' agreed-upon briefing schedule
17 for the opposition and reply briefs in connection with Defendants' forthcoming motion to dismiss
18 the Second Amended Complaint; (2) establishing sequenced briefing for Defendants' response to
19 the Second Amended Complaint, under which Defendants will move to dismiss the Second
20 Amended Complaint in its entirety without also moving to compel arbitration, without prejudice to
21 or waiver of Defendants' rights to move to compel arbitration if such motion is denied in whole or
22 in part; and (3) directing the Parties, within twenty days of any decision by this Court denying, in
23 whole or in part, Defendants' motion to dismiss the Second Amended Complaint, to meet and
24 confer regarding a schedule for any motion(s) to compel arbitration of the claims set forth in the
25 Second Amended Complaint.

Dated: January 8, 2026

Respectfully submitted,

/s/ Richard Schwed

Patrick T. Hein (SBN 254431)
140 New Montgomery Street, 10th Floor
San Francisco, CA 94105
Tel.: (415) 616-1100
Fax: (415) 616-1199
patrick.hein@aoshearman.com

Adam S. Hakki (admitted *pro hac vice*)
Richard Schwed (admitted *pro hac vice*)
599 Lexington Ave.
New York, NY 10022
Tel.: (212) 848-4000
adam.hakki@aoshearman.com
rschwed@aoshearman.com

Todd M. Stenerson (admitted *pro hac vice*)
401 9th Street, NW, Suite 800
Washington, D.C. 20004
Tel.: (202) 508-8000
todd.stenerson@aoshearman.com

Rachel Mossman Zieminski (admitted *pro hac vice*)
2601 Olive Street, 17th Floor
Dallas, TX 75201
Tel.: (214) 271-5777
rachel.zieminski@aoshearman.com

ALLEN OVERY SHEARMAN STERLING
US LLP

*Attorneys for Defendants PayPal Holdings,
Inc. and PayPal, Inc.*

/s/ Ben M. Harrington

Ben M. Harrington (SBN 313877)
Abby R. Wolf (SBN 313049)
715 Hearst Avenue, Suite 202
Berkeley, CA 94710
Tel.: (510) 725-3000
benh@hbsslaw.com
abbyw@hbsslaw.com

Barbara A. Mahoney (admitted *pro hac vice*)
1301 Second Avenue, Suite 2000
Seattle, WA 98101
Tel.: (206) 623-7292
barbaram@hbsslaw.com

HAGENS BERMAN SOBOL SHAPIRO
LLP

Brian D. Clark (admitted *pro hac vice*)
Arielle S. Wagner (admitted *pro hac vice*)
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401
Tel.: (612) 339-6900
bdclark@locklaw.com
aswagner@locklaw.com

Stephen J. Teti (admitted *pro hac vice*)
265 Franklin St., Suite 1702
Boston, MA 02110
Tel.: (617) 535-3763
sjteti@locklaw.com

LOCKRIDGE GRINDAL NAUEN P.L.L.P

*Attorneys for Plaintiffs Christian Sabol and
Samanthia Russell, Laura McKinney,
Chelcie Blake, Gregory Nohrenberg, and
Stephen Phillips and the Proposed Class*

ATTESTATION OF SIGNATURES

I, Richard Schwed, hereby attest, pursuant to Local Civil Rule 5-1(i)(3) of the United States District Court for the Northern District of California, that concurrence in the filing of this document has been obtained from each signatory hereto.

Dated: January 8, 2026

/s/ Richard Schwed
Richard Schwed

~~[PROPOSED]~~ ORDER

Having considered the Parties' stipulation and upon good cause shown, **IT IS HEREBY ORDERED THAT:**

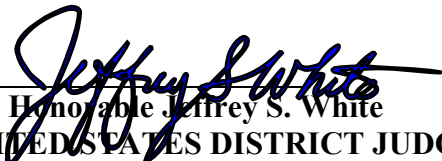
1. Briefing on Defendants' motion to dismiss the Second Amended Complaint shall be conducted according to the following schedule:

EVENT	DEADLINE
Motion to dismiss the Second Amended Complaint	January 9, 2026 (as set by the Court; <i>see</i> ECF No. 79)
Opposition to motion to dismiss the Second Amended Complaint	January 30, 2026
Reply in support of motion to dismiss the Second Amended Complaint	February 13, 2026

2. This Stipulation and Order and the filing of Defendants' motion to dismiss the Second Amended Complaint are without prejudice to, and without waiver of, Defendants' rights under PayPal's User Agreement, including the right to move to compel arbitration of any of the claims asserted in the Second Amended Complaint.
3. In the event this Court denies, in whole or in part, Defendants' forthcoming motion to dismiss the Second Amended Complaint, the Parties shall meet and confer within twenty days of such a decision regarding a schedule for any motion(s) to compel arbitration.

PURSUANT TO STIPULATION, IT IS SO ORDERED:

Dated: January 12, 2026


The Honorable Jeffrey S. White
UNITED STATES DISTRICT JUDGE